

Doc. # 5474
ADOPTED 3/26/92

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
MASSACHUSETTS HIGHWAY DEPARTMENT
(SUCCESSOR TO COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS)

This Agreement is made as of the ____ day of _____, 1992 by and between the Boston Redevelopment Authority, a public body politic and corporate, organized and existing under Chapter 121B, as amended, of the General Laws of Massachusetts, hereinafter called the Licensor, and Massachusetts Highway Department (successor to Commonwealth of Massachusetts Department of Public Works), a duly organized and existing department of the Commonwealth of Massachusetts, hereinafter called the Licensee.

A license to occupy the License Area, as generally described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area known as Charlestown Disposition Parcel C-7 is located at the corner of Main and Mishawum Streets and contains approximately 4,050 square feet of land with a structure. The License Area is to be used solely for the purposes of a temporary ambulance layover facility to station an ambulance and crew to serve the Charlestown community in conjunction with the Central Artery North Area (CANA) roadway construction projects.
2. The Licensee agrees that it is not eligible for relocation benefits or for reimbursement of the cost of any improvements to the License Area.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be one dollar (\$1.00) per year and shall be for one (1) year from date of execution, renewable solely at the option of the Licensor, commencing upon the first date hereof.
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of

Injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee, being a self indemnified agency of the Commonwealth, shall ensure that any and all of its contractors, agents, and tenants indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages, or losses, expenses and costs of every kind and description to which the Licensor may be subjected to or put to by reason of injury (including death) to persons or property resulting from, in conjunction with, or growing out of any act of commission or omission by Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons, corporations dealing with the Licensee in any way in the occupancy and/or use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of such suits, actions, claims or demands.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.
15. Whenever under this Agreement, notices, approvals, or other communications are required or permitted, they shall be effective and valid only when given in writing and signed by a duly authorized officer, person, or representative of the respective parties. Any such notices, approvals, or communications shall be personally served, or served by depositing same in the United States mail, postage prepaid, certified or registered. If addressed to the Licensor, its address is:

Director
Boston Redevelopment Authority
One City Hall Square / 9th Floor
Boston, Massachusetts 02201

and if addressed to the Licensee, its address is:

Commissioner
Massachusetts Highway Department
Ten Park Plaza / Room 3170
Boston, Massachusetts 02116

Either party may change its respective address by giving notice to the other in accordance with the provisions above.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Theodore S. Chandler, Acting Director

MASSACHUSETTS HIGHWAY
DEPARTMENT

By: _____

James J. Kerasiotes, Commissioner
Massachusetts Highway Department
(Successor to Commonwealth of
Massachusetts Department of Public
Works)

Approved as to form:

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

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SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area and will use extreme caution when entering and exiting the License Area.
8. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
9. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

10. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
11. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
12. The Licensee shall comply with all applicable laws, and ordinances governing the disposal of debris, rubbish and trash on or of the locations and shall not commit trespass on any private property in any operation due to or connected with this License Agreement.
13. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damaged so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
14. The Licensee must provide and utilize their own dumping locations at their expense. Illegal dumping and disposal under this License Agreement is prohibited.

CHARLESTOWN

LITTLE MISTO CHANNEL

ST

ST

CHELSEA

MONMOUTH

ST

ST

SCHOOL ST

SCHOOL ST

AVE.

MEDFORD

BUNKER HILL

MAIN

ROCHESTER

NEW

SOMERVILLE

CAMBRIDGE

PARCEL C-7
SITE LOCUS



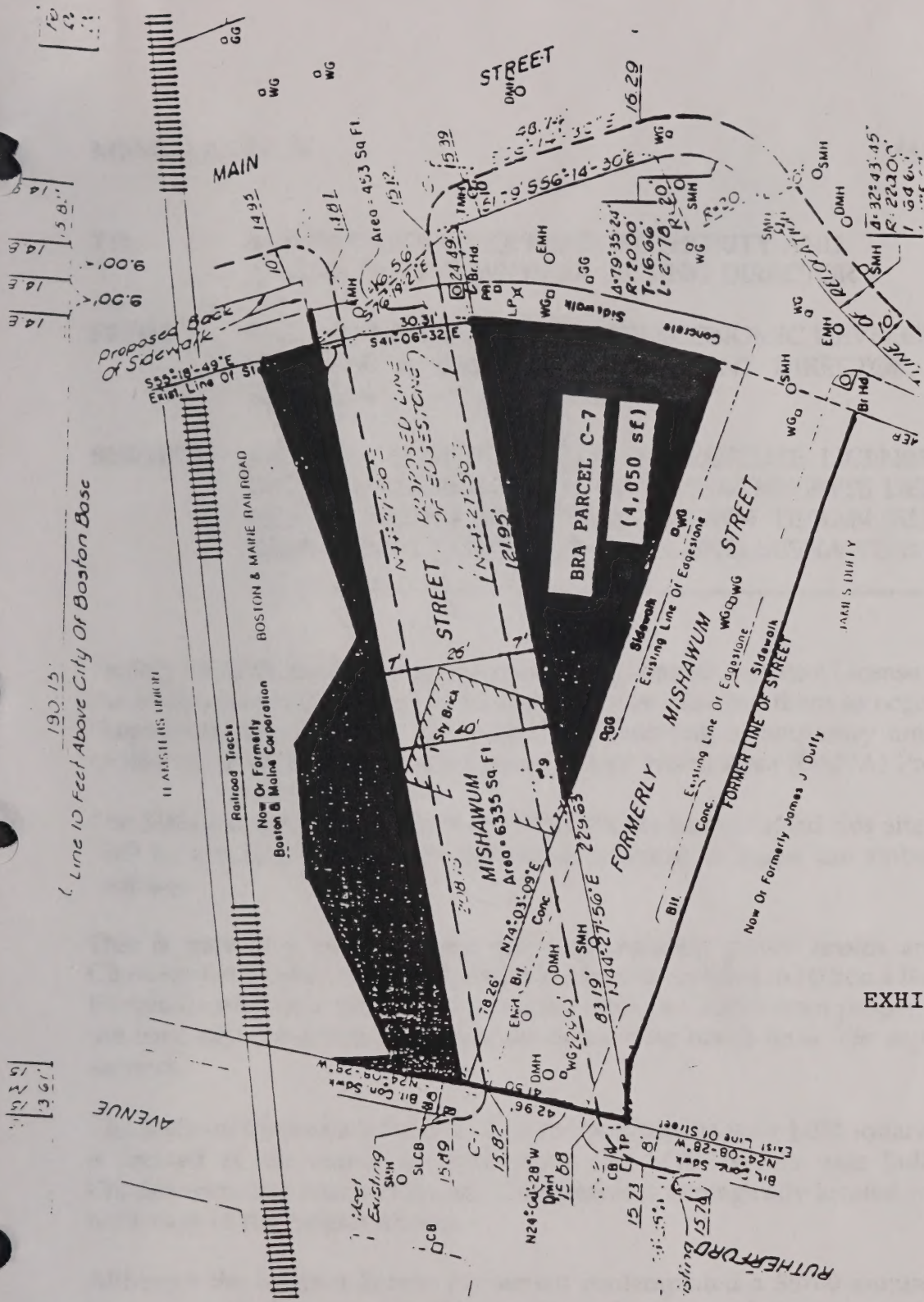


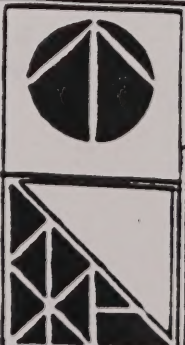
EXHIBIT "A"

**MASSACHUSETTS HIGHWAY DEPARTMENT
(SUCCESSOR TO COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS)**

The License Area known as Charlestown Disposition Parcel C-7 is located at the corner of Main and Mishawum Streets and contains approximately 4,050 square feet of land with a structure. The License Area is to be used solely for the purposes of a temporary ambulance layover facility to station an ambulance and crew to serve the Charlestown community in conjunction with the Central Artery North Area (CANA) roadway construction projects.

MASS000138173

BOSTON REDEVELOPMENT AUTHORITY



MEMORANDUM

March 26, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: PAUL BARRETT, DIRECTOR OF ECONOMIC DEVELOPMENT
MICHAEL A. BARTOSIAK, ASSISTANT DIRECTOR, REAL ESTATE
SERVICES

SUBJECT: REQUEST AUTHORIZATION TO EXECUTE LICENSE AGREEMENT
WITH COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF
PUBLIC WORKS FOR CHARLESTOWN URBAN RENEWAL AREA
DISPOSITION PARCEL C-7 -MAIN AND MISHAWUM STREETS

On July 28, 1988, the Board approved authorization to execute a License Agreement with the Massachusetts Department of Public Works allowing them to occupy Charlestown Disposition Parcel C-7 for the purposes of locating a temporary ambulance layover facility in conjunction with the Central Artery North Area (CANA) Project.

The Massachusetts Department of Public Works has occupied this site since August 8, 1989 by erecting a temporary panelized structure to house the ambulance and crew facilities.

This is part of a court ordered effort to maintain public health and safety in the Charlestown neighborhood. The state has been mandated to station a Boston Health and Hospital ambulance and crew around the clock in Charlestown proper for the length of the roadway construction to provide community-based basic life support ambulance services.

Charlestown Disposition Parcel C-7 contains approximately 4,050 square feet of land and is located at the corner of Mishawum and Main Streets near Sullivan Square in Charlestown (see attached maps). This parcel is strategically located to serve all major roadways in the neighborhood.

Although the original license agreement contemplated a \$5700 annual license fee the Massachusetts Department of Public Works has respectfully requested a review of the current license fee to reflect the cooperative nature of the agencies involved. The Massachusetts DPW is now over their fourth year of the \$250 million Central Artery North Area Project and the BRA is currently working closely with the State and City of Boston on other key projects like the Central Artery Depression, South Station, and Third Harbor Tunnel.

In view of the foregoing, it is recommended that the Director be authorized to execute a new license Agreement with the Massachusetts Department of Public Works to occupy Charlestown Disposition Parcel C-7 for the purpose of the remainder of the of the CANA project at the rate of One (\$1.00) Dollar a year.

An appropriate vote follows:

VOTED: That the Director is authorized to execute a license Agreement with the Massachusetts Department of Public Works to occupy Charlestown Disposition Parcel C-7, located at the corner of Main and Mishawum Streets, for the purpose of a temporary ambulance layover project at a License Fee of One (\$1.00) Dollar a year. Said License shall be substantially in the form attached hereto, and shall contain such terms, conditions and revisions as the Director may deem proper, and in the best interest of the Authority, it being understood that the Massachusetts Department of Public Works will indemnify and hold the Authority harmless from all claims relating to the use of the license premises.

CAMBRIDGE

SOMERVILLE

